

June 25, 1998

PERC
2810

AGREEMENT

BETWEEN

TOWNSHIP OF LACEY

AND

MANAGEMENT AND SUPPORT PERSONNEL OF LACEY TOWNSHIP

JANUARY 1, 1997 through DECEMBER 31, 2000

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ARTICLE I

PURPOSE

A. The purpose of this agreement entered into by the Township Committee, Township of Lacey, County of Ocean, State of New Jersey, and succeeding body elected by the people of the Township of Lacey, hereinafter referred to as the "Employer", and the Association of Management and Support Personnel, herein referred to as the "Union", has as its purpose the fair and EQUAL treatment between the Employer and the Union, the establishment of rates of pay, classifications and positions under the Department of Personnel Rules of the State of New Jersey, hours of work and other conditions affecting employment.

B. This agreement shall be consistent with Department of Personnel, Rules and Regulations and Policies of the Township of Lacey.

ARTICLE II
RECOGNITION

A. The Employer recognizes the Association as the exclusive bargaining agent for all of the full-time "Management and Support" employees included in this agreement, and for such additional titles as the parties may later agree to include. This recognition shall continue in full force so long as the Union continues to represent the employees covered.

B. The word "employee" as used in this Agreement shall mean all permanent full-time Management and Support Personnel employed by the Township and provisional and appointed employees after ninety (90) days of employment.

C. Included: All Deputies/Assistants to the Tax Collector, Code Enforcement Officers, Construction Code Officials, Supervisors of Public Works, Assistant Supervisors of Public Works, Tax Assessors, Deputy Tax Assessors, Tax Collectors, Assistant Treasurers, Recreation Directors and Welfare Directors employed by the Township of Lacey.

Excluded: All other employees, police employees, Chief of Police, all deputy municipal clerks, municipal clerks, administrator, senior clerk stenographers, and the assessing aide, managerial executives, craft employees, confidential employees and non-supervisor employees within the meaning of the Act employed by the Township of Lacey.

ARTICLE III
DUES CHECK-OFF AND REPRESENTATION FEE

A. Dues Deduction: The Employer agrees to deduct the monthly membership dues from the pay of the member employees. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the deductions of all employees shall be remitted to the Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the tenth day of the succeeding month after such deductions are made. Changes in dues shall be sent to the Township Administrator no less than thirty days before they are to take effect.

B. Representation Fee: Any employee in this unit, on the effective date of this Agreement who does not join the union within thirty (30) days of initial employment or end of probationary period, and any employee previously employed with the unit who does not join within ten (10) days of reentry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount of 85% of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township. For the purpose of this provision, employees employed on a yearly basis or who are reappointed from year to year shall be considered to be in continuous employment.

ARTICLE IV
MANAGEMENT RIGHTS

A. Management Rights

The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States; including, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Employer control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Employer.
3. To reprimand, suspend, discharge or otherwise discipline employees.
4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work.
5. To determine the number of employees and the duties to be performed.
6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job or job classification, department or operation or service.
7. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Employer.

8. To determine the number, location and operation of divisions, departments, work sections, and all other work units of the Employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force.
9. To subcontract for any existing or future services as determined necessary by the Employer.
10. To make or change Employer rules, regulations, policies, and practices consistent with the specific terms and provisions of this Agreement.
11. And otherwise to generally manage the affairs of the Employer, attain and maintain full operating efficiency and productivity and to direct the work force.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer shall only be limited by the language of this clause.

In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Employer on behalf of the taxpayers and that the Employer cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Employer or any of its authorized managerial executives or supervisory personnel.

ARTICLE V
ASSOCIATION RIGHTS

A. Access to Premises: Association officials and duly authorized representatives (Shop Steward) on Association business, whose names have been sent to and acknowledged by the Employer, shall be admitted to the premises by the Employer. Association Representatives shall have the chance to consult with employees in this unit before the work shift starts, during lunch or break, or after work shifts. The Employer will designate appropriate facilities for such meetings. One week advance notice will be submitted to the Employer of such requests.

B. Association Leave: The Employer agrees to provide during the duration of this agreement leaves of absence with pay, a total of three days per year for Union officers and shop stewards for the purpose of association business. Application for such leave will be made twenty-one (21) days in advance of such leave.

C. If negotiation sessions are scheduled during the normal working hours, delegates will be excused without loss of pay or time. A maximum of one steward and one alternate steward will attend negotiation sessions without loss of pay, plus counsel.

ARTICLE VI

STEWARD

A. The Township recognizes the right of the Union to designate one (1) Steward and one (1) alternate for the enforcement of this Agreement. The Union shall furnish in writing to the Township with the name of the Stewards/alternate and notify the Township of any change(s) when the change occurs.

B. The authority of the Steward/alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement, so long as it does not interfere with the employee's normal working duties;
2. The transmission of such messages and information which shall originate with and authorized by the Union, so long as it does not interfere with the employee's normal working duties;
3. The steward and alternate will be present for the purpose of contract negotiations.

ARTICLE VII
PROBATIONARY PERIOD

A. The first ninety (90) days of employment with the Township for all new employees shall be considered a probationary period. Term appointees will not be probationary. During the aforementioned period, the Township may discharge or demote such employees for just cause. An employee who is discharged during his probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Township shall have no responsibility for the re-employment of a newly engaged probationary employee if they are dismissed during their probationary period.

B. During a probationary period, the new employee will not receive any benefits that would normally accrue to a full-time or part-time permanent employee of the Township such as sick leave, vacation days and personal days. If the employee is hired on a permanent basis, all benefits will accrue to him retroactive to his original date of employment with the Township.

C. If an employee governed by this bargaining unit attains a new position in the unit by promotion or entry into this unit by promotion, the employee shall serve a three (3) month probationary period upon which the employee shall be reviewed and evaluated by the Township officials and may be reduced to previous employment pursuant to law.

ARTICLE VIII
SAFETY AND HEALTH

A. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the work hours.

B. Employee complaints of unsafe and unhealthful conditions shall be reported to the Administrator or designee and shall be promptly investigated. Corrective action shall be initiated as soon as possible to remedy the conditions within safety guidelines. If not, then redress may be sought through the established grievance procedure.

ARTICLE IX
DISCRIMINATION AND EQUAL TREATMENT

A. The Employer and Union agree that there shall be no discrimination towards any employee for reasons of sex, age, nationality, race, religion, marital status, physical handicaps, political affiliation, Union membership or non-membership or Union Activity.

B. The parties further agree not to interfere with the rights of employees to become a member or not to become members of the Union. The Union recognizes its responsibility as the exclusive representative for all employees of the Management and Support Personnel agreement without discrimination.

C. The Employer also agrees that no employee shall be subjected to harassment or any sort of abusive language, and that every employee shall be treated within the accepted standards of common decency, courtesy and respect.

D. When the words "he" or "his" are used in this Agreement, it shall refer to both sexes.

ARTICLE X
STRIKES AND LOCKOUTS

A. In addition to any other restrictions under the law, the Union will not cause a strike or work stoppage of any kind. The Employer shall not cause any lockout.

B. If either party violates this section, such parties or persons shall be responsible for damages resulting as a matter of consequence of such action and damages may be recovered by appropriate action instituted in court in addition to any other legal remedies which may be available.

ARTICLE XI
SENIORITY, LAYOFF AND RECALL

A. The Township shall establish and maintain a seniority list which contains the names and dates of employment of its covered employees with the employee with the longest length of continuous and uninterrupted service to be placed on top of said seniority list. The names of all employees with shorter continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of continuous service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Township. A newly hired full-time employee shall be considered without seniority until becoming permanent, following the successful completion of the probationary period, as defined in Article VII.

B. Date of hire in position will be given preference, if qualifications are equal, in any transfer, layoff or recall.

C. In the event of a reduction in the number of persons in a job classification or the abolishment of a job classification, the Employer will follow regulations established by the State Department of Personnel.

ARTICLE XII
HOURS OF WORK AND OVERTIME

A. The regular work week shall consist of not more than thirty-five (35) hours, on a schedule of not more than seven (7) hours per day, 8:30 a.m. to 4:30 p.m., exclusive of the one (1) hour lunch period Monday through Friday, inclusively, for the "White Collar Workers"; and forty (40) hours per week, on a schedule of not more than eight (8) hours per day, 7 a.m. to 3:30 p.m., consisting of a 15 minute paid lunch period along with a 30 minute unpaid lunch period for the Department of Public Works. Two paid breaks are authorized, of fifteen (15) minutes each, to be scheduled on in the forenoon and one in the afternoon.

B. Any hours worked by a full-time employee, in excess of the above schedule will be considered overtime and will be paid as such at 1½ rate or in comp. time at 1½ rate. For purposes of determining the total hours of a regular work week, holidays, vacation days and sick days shall be counted as hours worked for determining those total hours. When determining overtime hours worked, any hours in excess of the normal work day schedule will be considered as overtime.

C. Double time will be paid after 12 consecutive hours of work.

D. Double time will be paid for each hour worked on a Sunday or holiday if called to work by Administrator or designee.

E. All employees will be paid a minimum of two (2) hours call-in pay at time and one-half (1½) his or her hourly pay.

G. The regular starting time cannot be changed without a two (2) week notice to the affected employees and the Union representative.

H. Should the employer close Township offices before the start or end of a workday, employees will be credited with a day's work.

ARTICLE XIII

DISCIPLINE

A. Discipline of an employee shall be only for just cause. Discipline under this article means official reprimand, suspension, demotion or removal. Demotion or removal shall be set forth in accordance with N.J.A.C. 4A:2-2.3.

B. All documents in any way connected with an employee's disciplinary history shall be placed in the employee's personnel file and may be viewed in accordance with the terms of this Agreement.

ARTICLE XIV
WORKERS' COMPENSATION

A. If an employee is injured on the job, he is to receive his full pay, and temporary compensation benefits (Workers' Compensation) received shall be credited to the Employer. According to N.J. Statute, the Employer may grant an employee up to one (1) year of disability. Any award for any permanent disability shall be the property of said employee.

B. Township employees are enrolled in the New Jersey State Disability Insurance Program. The yearly premium for this coverage is shared equally between employee and the Township.

New Jersey Department of Labor Disability Insurance begins after an absence of seven days with payment of 2/3 of the employee's weekly salary, up to the State maximum.

Unit employees have an additional disability policy, paid by the Township, which begins after an absence of 30 days with a maximum weekly benefit of 70% of the employee's salary or \$750.00.

Employees should contact the Treasurer's office for details of the policies.

ARTICLE XV

LICENSES

A. Any employee whose employment requires the holding of any license or certification, Federal and/or State, may be disciplined, in accordance with Article XIII, for the following:

1. Loss of said license;
2. Failure to promptly advise the Township Administrator of said loss of license.

B. Any loss of license, if disciplined with suspension or greater, will result in loss of pay for the period of discipline.

C. Association dues: The Township of Lacey will pay for membership in the County, State, National and/or International professional associations for employees who are certified members. The Township will also pay the recertification fee for employees who have passed the appropriate State exam.

ARTICLE XVI
LEAVES OF ABSENCE

A. Military Leave: The Township agrees to provide all employees with military leave in accordance with Federal and State statutes.

B. Unpaid Leaves:

1. Leaves of absence without pay for a period of up to six (6) months will be granted for any reasonable purpose, and such leave may be extended or renewed for an additional six months.

This article will not be granted for the purpose of other employment with the exception of entering the military.

2. Maternity leave shall conform to statutes and Department of Personnel rules and regulations and shall conform to the terms of Section 1, above.

ARTICLE XVII

JURY DUTY

A. The employee shall be granted leave without loss of pay any time they are required or summoned to report for Jury Duty as prescribed by applicable law. In no event is the employee to be excused from work for more days than those of such duty performed. The employee shall notify the Employer immediately of the requirement for this leave and subsequently furnish evidence that they performed the duty for which the leave was required.

B. Jury Duty will be at full rate of his salary, and any compensation for duties performed will be signed over to the Township.

ARTICLE XVIII

BEREAVEMENT

1. All employees shall receive up to three (3) days leave with pay in the event of a death of a spouse, parent, child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, grandparent, grandchild, foster children, person living in the same household and all employees shall receive one (1) day leave with pay in the event of the death of an aunt or uncle, cousin, niece or nephew, such leave being separate and distinct from any other leave time. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement.

2. Proof of death may be requested and, if so, must be submitted.

3. The immediate supervisor will be adequately notified upon the death of an immediate family member. In the event the death occurs out of the State of New Jersey, extensions of the original leave shall not be unreasonably withheld.

ARTICLE XIX
SICK LEAVE

A. Employees of this agreement shall be entitled to the following sick leave with pay.

All permanent employees shall receive one sick day per month of service during the first year from date of employment. Each year after the first, the employee will receive 15 sick days per year credited on January 1 of that year.

If the sick time is not used during the year in which it is granted, such days will carry over from year to year.

B. Sick leave means the absence of an employee due to illness, accident, exposure to contagious disease, or the care of a member of the immediate family, who is seriously ill and requires the care of the employee. The time will not exceed time accumulated.

C. The employee shall notify his supervisor promptly as the work day begins except in those situations where notice may be given prior to the starting time. Failure to notify the supervisor may be cause for denial of sick time and disciplinary action.

D. Absence for five (5) consecutive days without notice to the Employer shall constitute a resignation resulting from an unauthorized absence. In this event, all accumulated sick time or compensation will be forfeited.

E. The employee shall be notified by personal service or certified mail return receipt requested, of his involuntary resignation and the reason therefor. He will be entitled to a Department of Personnel hearing if he so desires. The Employer shall report the resignation to the Department of Personnel.

F. The employer may require acceptable medical evidence substantiating if sick leave is more than five (5) consecutive days.

G. The Employer may require proof of illness of an employee whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

H. If an employee has been absent due to a personal illness, the Employer may require said employee to be examined by the Township physician upon his return to work at the expense of the Township.

I. All employees shall be entitled upon separation of employment to receive a lump sum day for day payment of unused sick time with a maximum of \$18,000.00 effective on the date of separation.

J. An employee retiring must notify the Employer by January 1st of the year he is retiring to receive the benefits under this section for that calendar year. If notice is not given at this time, the benefits may be paid in the following calendar year.

K. Effective January 1, 1998, if an employee has accumulated forty (40) days sick leave and has not used more than seven (7) sick days in that year, the employee may buy back fifteen (15) days of his or her yearly accumulated sick leave at 75% of the base rate of pay. He or she shall apply in writing between January 1 and January 4 of the succeeding year, and payment shall be made by the second pay period in January.

ARTICLE XX
CLOTHING ALLOWANCE

A. "Public Works" personnel will receive a clothing allowance of \$500.00 per year.

B. Allowances to be distributed in a lump sum no later than the 2nd pay period of April.

ARTICLE XXI
MILEAGE AND COURSES

A. If an employee attends a function on behalf of the Township, and must use their own vehicle, mileage will be paid at a rate of \$0.25 cents per mile, along with tolls when a voucher is submitted along with receipts for same.

B. Employer will pay cost of re-certification courses which are required by job titles and renewal cost of certification.

ARTICLE XXII
MEDICAL BENEFITS

A. Health benefits to members of this bargaining group are provided through the New Jersey State Health Benefits Plan at no cost to the employees, and retirement benefits under Chapter 88 as amended by Chapter 436, P.L. 1981. There shall not be a change in these existing plans except in the case of a new plan which is equivalent or better.

B. The employer shall provide employees of this agreement their dental service plan. However, that coverage shall be "grand-fathered" and any new employees as of August 1, 1994 will not be covered by the plan.

C. The employer shall also provide a drug prescription plan for all employees of this unit with a co-pay of \$1.00 generic and \$5.00 brand name and \$0 for mail order respectively.

D. All employees of this agreement will be entitled to an annual eye exam paid by the Township. Any employee whose job duties require work on a "Video Display Terminal" (VDT) shall be entitled to one (1) additional eye examination per year. They will also be entitled to prescription glasses not to exceed \$175.00 per year. Any unused portion of the above may be transferred to a dependant of the employee. This benefit will not apply to any employee hired after August 1, 1994.

ARTICLE XXIII

HOLIDAYS

A. All employees are entitled to the following holidays at the normal rate of pay:

New Year's Day	Columbus Day
Martin Luther King's Birthday**	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holiday*
Labor Day	

*The floating holiday will be scheduled individually by each employee and must be approved by the Administrator or Designee. The floating holiday must be used within the calendar year or will be forfeited.

**Effective January 1, 1999, employees shall receive as one additional holiday either Martin Luther Kings birthday or a floating holiday at the discretion of the Administrator. The Administrator shall inform the unit of his decision by the first of each year.

B. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. Also to be observed are any other holidays or days off declared by law, proclamation, executive order, and/or resolution of the Governing Body.

C. If a holiday should fall within an employee's vacation period, that employee will not be charged for a vacation day.

D. The employees of this agreement are also to be granted 3 personal days per year. If not used, they will not be carried to the next year.

ARTICLE XXIV

VACATIONS

A. Employees in the service of the Township shall be entitled to the following annual vacation days with pay:

Up to one year of service - one (1) day per month	
after 1 and up to 3 years of service	- 12 days
after 3 and up to 6 years of service	- 15 days
after 6 and up to 8 years of service	- 19 days
after 8 and up to 11 years of service	- 20 days
after 11 and up to 19 years of service	- 21 days
after 19 years	- 23 days

Vacation entitlement is determined by date of hire.

B. Vacation shall be granted at the time requested by the employee. If the schedule of work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority will be given priority. All vacations are subject to the approval of the Administrator or designee.

C. Where in any calendar year the vacation or any part thereof is not granted by reason of municipal business, such vacation shall accumulate and shall be granted during the next calendar year. The Employer will also grant an employee's request to carry over five (5) vacation days to the next calendar year.

D. Upon the death of an employee, all earned, unused vacation time will be paid to the estate of said employee.

E. An employee separating from the service of the Township will be granted his/her vacation time prior to the separation or financial compensation for the earned unused time.

ARTICLE XXV
RATES OF PAY

A. On January 1, 1997, each employee will advance an additional \$2,000 of his/her annual base salary. On January 1, 1998, each employee will advance an additional \$2,000 of his/her annual base salary. On January 1, 1999, each employee will advance an additional \$2,000 of his/her annual base salary. On January 1, 2000, each employee will advance an additional \$2,000 of his/her annual base salary. If this agreement is not in place by January 1, 1997, this agreement will be retroactive to January 1, 1997.

B. The Public Employees' Retirement System shall be a recognized pension plan by the Employer for the employees.

C. If an employee resigns or is not retained by the Township; during contract negotiations, said employee shall receive retroactive pay under the new contract to the date of resignation.

ARTICLE XXVI

LONGEVITY

A. Longevity pay shall be a recognized provision by the Employer for all present employees covered by this Agreement and shall be specified as follows:

5 - 9 years	2%
10 - 14 years	4%
15 - 19 years	6%
20 - 24 years	8%
25 -	10%

B. Eligibility for longevity payments will be computed from the time the employee first became employed by the Township. Leaves of absence without pay (with the exception of military leave) and suspensions/discipline of five (5) or more days without pay will not be considered in determining the length of service for computing longevity.

C. All employees hired after August 1, 1994 shall no longer be entitled to longevity payments.

ARTICLE XXVII
PERSONNEL FILES

A. Upon request and with no less than one (1) calendar day prior to the time for inspection, an employee shall have the opportunity to review and examine his personnel file. The Township has the right to have such review and examination in the presence of a designated Township official. The Township recognizes and agrees to permit this review and examination at any reasonable time subject to above. Furthermore, said review shall be limited as follows:

1. The review shall take place between the hours of 9 a.m. and 3 p.m. on Monday through Friday;
2. The employee's review of his file shall be limited to no more than three-quarters (3/4) hour.

B. Irrespective of Section A above, the Township shall keep a separate copy of each employee's medical records which cannot be removed nor reviewed by anyone other than the employee, judicial or quasi-judicial officials or designated Township officials.

ARTICLE XXVIII
RESIGNATION AND TERMINATION

A. Upon the resignation or termination of employment, the employee will receive any retroactive monies from the onset of said contract to the final date of employment during a negotiating year(s).

B. All employees attaining 25 years or more in the P.E.R.S. will receive benefits in accordance with Chapter 88.

ARTICLE XXIX
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with any appropriate member of the administration.
3. This constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement.

B. Definitions

A grievance is herein defined as a misinterpretation, misapplication or violation of the terms of this Agreement.

C. Presentation of a Grievance

The Employer agrees that, in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant and a Union representative.

D. Grievance Procedure

Step 1. The grievant and his/her Union Shop Steward shall present to the appropriate Supervisor, the employee's written grievance or dispute within fifteen (15) working days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Supervisor shall schedule a hearing within ten (10) working days of receipt of the grievance and shall render a decision in writing to the grievant within ten (10) working days of the hearing. Step 1 may be waived by mutual agreement between the parties. Failure of the Supervisor to render a written

decision within ten (10) working days shall permit the grievant to proceed to Step 2.

Step 2.

- (a) If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative who is the Shop Steward or Local Union Officer to the Township Committee, within ten (10) working days of the written response from Step 1. The Township Committee shall hold a hearing within fifteen (15) working days of the request for the hearing and render a decision within twenty (20) working days from date of hearing. Failure of the Township Committee to render a decision within said twenty (20) day period shall constitute a denial of the grievance.
- (b) Failure of the Union or the grievant to file for review within twenty (20) working days shall constitute an abandonment of the grievance.

Step 3.

- (a) If no settlement of the grievance has been reached between the parties, the Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 2 decision.
- (b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before The Merit System Board. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- (c) Where the grievance involved an alleged violation of the individual rights specified in N.J.A.C. Title 4A Law and Rules for which a specific appeal to the N.J. Department

of Personnel is available, the individual may present his/her complaint to the N.J. Department of Personnel directly. The grievant may pursue the N.J. Department of Personnel procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time.

(d) Should the Union wish to move a grievance to arbitration, the parties will select an arbitrator by election from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission.

(e) The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

(f) The arbitrator shall hear the matter on the evidence and regulations as may be in effect by the N.J. Department of Personnel Commission. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination. The decision shall be rendered within thirty (30) days of the hearing.

- (g) The cost of the Arbitrator and his expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- (h) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- (i) The arbitrator may prescribe an appropriate back-pay remedy when he finds a violation of this Agreement, provided such a remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Township's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- (j) The decision or award of the arbitrator shall be final and binding on the Township, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.
- (k) Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
- (l) There shall be no loss of pay for employees for the time spent either as grievant, witness or Union representative in any step of the grievance procedure.
- (m) Employee grievances shall be presented on prepared forms. The grievance procedure, as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.
- (n) Grievance resolutions or decisions at Steps 1 or 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is

made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the other party.

- (o) The Union representative shall be allowed time off during working hours to investigate each grievance.

ARTICLE XXX
GENERAL PROVISIONS

A. The parties recognize and agree that they separately maintain and reserve all rights to utilize the process of the Public Employment Relations Commission, the process of judicial review of any and all claims or defenses in legal actions surrounding such proceedings as unfair labor practices, scope of negotiations, enforcement or modification of awards, and specific performance of the Agreement.

B. Complete Agreement: The employer and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues.

ARTICLE XXXI
SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of the Agreement to any employee is held contrary to the law, then such provision or application of such shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

ARTICLE XXXII
TERMINATION AND EXTENSION OF AGREEMENT

A. The term of this Agreement shall be from January 1, 1997 to December 31, 2000.

B. In the absence of written notice given at least thirty (30) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year and from year to year thereafter, until such time as thirty (30) days notice is given prior to the annual expiration date.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their hands and seals this 30 day of JUNE, 1998.

Association of Management
and Support Personnel

Carol S. Benson
President,

Attest:

Township of Lacey

John C. Lally
Mayor

Attest:

Edmund J. Ceroni